



## Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

RFP No. B2014-47

RFP for the Material Testing of Palos Verdes Boulevard Rehabilitation, I-121

### RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

**Late proposals will not be accepted. No Exceptions**

<b>Location:</b>	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
<b>Date:</b>	Monday, September 22, 2014
<b>Time Deadline:</b>	3:00 p.m. Local (Pacific) Time

### Submittal Requirements

*An original plus four (4) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following:*

- Proposal Submittal (Section III of this document, pages 7 through 13) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)

Prior to the award of a Contract to the successful vendor, the following is to be submitted to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the attached Consulting Services Agreement of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Questions Regarding this RFP Should be Directed to:

Lea Reis  
Associate Engineer  
(310) 618-3055  
[LReis@TorranceCA.gov](mailto:LReis@TorranceCA.gov)

**RFP No. B2014-47**

**RFP for the Material Testing of Palos Verdes Boulevard Rehabilitation, I-121**

**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on September 22, 2014. An original and four (4) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for the Material Testing of **Palos Verdes Boulevard Rehabilitation, I-121**, RFP No. B2014-47

The City of Torrance is requesting proposals from qualified firms to provide geotechnical (material testing) services for the Palos Verdes Boulevard Rehabilitation, I-121 project.

**The City of Torrance:**

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

**Definitions:**

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Firm, Proposer, Consultant Candidate	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract/Purchase Order/Agreement/Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Engineer	The Public Works Director and/or the City Engineer of the City of Torrance, acting either directly or through properly authorized agents (e.g. Engineering Manager, Project Engineer, or Inspector), and such agents acting within the scope of the particular duties entrusted to them.

**Proposal Submittal Form:**

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for the Material Testing of **Palos Verdes Boulevard Rehabilitation, I-121**, RFP No. B2014-47 and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

**Questions:**

Questions must be submitted in writing via email to Lea Reis, Associate Engineer, [LReis@TorranceCA.gov](mailto:LReis@TorranceCA.gov) by 12:00 P.M Noon, local Pacific time on Thursday, September 15<sup>th</sup>, 2014. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

**Errors and Omissions:**

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

**Proposers Examination of Requirements:**

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

## **Evaluation of Proposals:**

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost will be reviewed to determining which proposal best meets the needs of the City.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may contact references and may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

<b>Description of Evaluation Criteria</b>	<b>Possible Points</b>
Firm's Qualifications	40
Experience with Public Works projects	35
Proposed rates and/or fee	25
Maximum Total Points =	100

## **The Contract:**

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment 2), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

## **Contract Term:**

This construction project for which material testing is required will commence December 2015. It is anticipated that it will complete on or about April 2015 however the contract will be in effect for 2 years from date approved by the City Council.

## **Independent Contractor:**

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

**Payments:**

The Firm must submit hardcopy invoices on a monthly basis to the City's Finance Department/Accounts Payable Division, 3031 Torrance Blvd, Torrance CA 90503. The invoice must reference the **Palos Verdes Boulevard Rehabilitation, I-121** project, Lea Reis, Associate Engineer at 310-618-3055. An electronic copy of monthly invoice shall be sent to the Project Engineer via email (LReis@TorranceCA.gov). Progress payments on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

**Suspension of Procurement:**

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

**Notice:**

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

**Notice of Intent to Award:**

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site [http://www.torranceca.gov/PDF/Recommendation to Award Notification.pdf](http://www.torranceca.gov/PDF/Recommendation%20to%20Award%20Notification.pdf)

**City of Torrance Bid/RFP Protest Procedures:**

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: [http://www.torranceca.gov/PDF/Bid-RFP Protest Procedures.pdf](http://www.torranceca.gov/PDF/Bid-RFP%20Protest%20Procedures.pdf)

**SECTION II TECHNICAL REQUIREMENTS****Overview/Introduction:**

The City of Torrance is requesting proposals from qualified firms to provide geotechnical (material testing) services for the Palos Verdes Boulevard Rehabilitation, I-121 project with the City of Torrance Public Works Department, Engineering Division.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply services that meet or exceed the requirements of this RFP. In the event of a dispute over performance, the needs of the City of Torrance will govern.

Project construction is tentatively scheduled to begin in December 2014. Construction will be ongoing for approximately 90 working days. Construction will require various materials testing and observation to ensure construction conforms to the contract documents.

**Scope of Work:**

The awarded firm will provide material testing of construction materials and inspection of paving operations to verify that the materials comply with project specifications and special provisions. (Project information including plans, specifications and project location map is posted at <http://www.torranceca.gov/24008.htm>.)

**Prevailing Wage:**

Pursuant to Section 1770 et seq. of California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California and is available in the Office of the City Clerk of the City of Torrance. Certified payrolls shall be submitted by the contractor hired for this work.

**Pricing:**

List and describe all applicable fees. Fees not listed below will not be authorized for payment on any invoices throughout the term of the contract.

**Vendor Availability During Project:**

Vendor must be accessible by cell phone typically from 7 a.m. -7 p.m. May need to be accessible by cell phone 24/7 if there is night or weekend work planned.

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**SECTION III PROPOSAL SUBMITTAL**

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Form of Business Organization:** Please indicate the following (check one);

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

**Do you have a Parent Company?:** ☐ No ☐ Yes, \_\_\_\_\_  
(Name of Parent Company)

**Do you have any Subsidiaries?:** ☐ No ☐ Yes, \_\_\_\_\_  
(Name of Subsidiary Company)

**Business History:**

Years in business under your current name and form of business organization? \_\_\_\_\_ Years  
If less than three (3) years and your company was in business under a different name, what was that name?

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail Address

**Addenda Received:** Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

☐ No Addenda received regarding this RFP.

**Payment Terms:** The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? \_\_\_\_\_

**Project Start and Completion:**

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

**Project Manager:**

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____		_____
Name		Title
_____	_____	_____
Telephone Number	Fax Number	Email Address

**Contract Representative:**

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____		_____
Name		Title
_____	_____	_____
Telephone Number	Fax Number	Email Address



Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

### Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your ***firm's background, qualifications, and experience with public works projects*** as the scope of work identified in this RFP. If you require more space, you may attach additional sheets to your proposal submittal.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery designed for writing. There is no handwriting or other markings on the page.

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**Firm's References:**

Provide at least three references for the proposed Firm/Project Manager; projects should be similar in size and operation to the City of Torrance project. California Municipal governments are preferable.

1. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Contact Name Telephone Number

2. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Contact Name Telephone Number

3. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Contact Name Telephone Number

Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

## Proposal

Asphalt Concrete (AC) on Crushed Miscellaneous Base (CMB)

### Subgrade Soils/Materials

Test Method	Description	Approx. Qty	Unit of Measure	Unit Price	Extended Price
	Sampling/Testing Frequency				
Maximum Density/Optimum Moisture Test ASTM D1557 or CTM 216	One sample for each soil type encountered	7	Test	\$	\$
Field Density & Relative Compaction (nuclear gauge) CTM231, ASTM D2922	Compaction testing at every 2 feet layer for each open trench and at multiple locations.	48	Hours	\$	\$

### Crushed Miscellaneous Base

Test Method	Description	Approx. Qty	Unit of Measure	Unit Price	Extended Price
	Sampling/Testing Frequency				
Maximum Density/Optimum Moisture Test ASTM D1557 or CTM 216	One sample of CMB material from each supplier.	2	Test	\$	\$
Sand Equivalence CTM 217	One sample of CMB material from each supplier, and for each trench backfill or pipe bedding.	9	Test	\$	\$
Sieve Analysis- CTM 202, ASTM C117, or ASTM C136	One sample of CMB material from each supplier	2	Test	\$	\$
R-Value CTM 301	One sample of CMB material from each supplier	2	Test	\$	\$
Field Density & Relative Compaction (nuclear gauge) CTM231, ASTM D2922	Compaction testing for each open trench backfill or pipe bedding.	48	Hour	\$	\$

### Asphalt Concrete

Test Method	Description	Approx. Qty	Unit of Measure	Unit Price	Extended Price
	Sampling/Testing Frequency				
Binder Content - Hveem Stability "S", CTM304, CTM 366	The average of 3 tests from one sample for each AC type representing 1000 tons or a single day's paving, whichever is less.	21	Test	\$	\$
Maximum Density CTM 304 and CTM 308 (ASTM D2726)	The average of 3 tests from one sample for each AC type representing 1000 tons or a single day's paving, whichever is less.	21	Test	\$	\$
Uniformity of distribution of binder ASTM D2172 or D4125 or CTM 382	Sample taken from a single batch at any location or operation designated by the engineer. One sample of AC aggregate material for each AC type for a single day's paving.	9	Test	\$	\$
Sieve Analysis- CTM 202, ASTM C117, or ASTM C136	One sample of AC aggregate material for each AC type for a single day's paving.	20	Test	\$	\$
Relative Compaction (nuclear gauge) CTM 375	Obtain samples during paving.	96	Hours	\$	\$

Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

Additional Costs				
Description	Approx. Qty	Unit of Measure	Unit Price	Total Cost
Project Manager (As needed)	8	Hours	\$	\$
Office Support for Report Preparation	8	Hours	\$	\$
Batch Plant Inspector	48	Hours	\$	\$
Field Technician with Nuclear Gage Overtime Rate (As needed)	24	Hours	\$	\$
Miscellaneous Testing - This is an Allowance. Hours will be billed on a time/materials basis and at rates listed for respective staff or test in the rate schedule.	1	Allowance	\$7,000.00	\$7,000.00
Travel Time/Vehicle Usage (If used, please submit estimate and the back-up of number of hours)		Hours	\$	\$
Other Costs (If used, please describe)			\$	\$
Total Cost of Proposal B			\$	

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

<b>RFP Submittal Requirement and Acknowledgement</b>	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information and if asked, what page in your proposal your answer may be found. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Proposer's Response
Did you include original and four (4) copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 9 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References for the Firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Are your Wage Rates (Prevailing) Included?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
<b>Proposal Cost Summary</b>	
Total Cost of Proposal	\$

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

(Title of RFP)

- Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Title)

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and CONSULTANT Name, type of entity ("CONSULTANT").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for insert brief title of RFP, RFP No. insert RFP No. (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

#### 3. COMPENSATION

##### A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

##### B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

**4. TERMINATION OF AGREEMENT**

**A. Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

**B. Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances,



however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of that cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY

for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

**7. CITY REPRESENTATIVE**

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

**8. CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1

Representative 2

**9. INDEPENDENT CONTRACTOR**

CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's

obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

**10. BUSINESS LICENSE**

CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

**13. CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

**14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City

Affiliates”) from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subCONSULTANTS or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

**17. INSURANCE**

A. CONSULTANT and its subCONSULTANTS must maintain at their sole expense the following insurance, which will be full coverage, not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent CONSULTANTS/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers’ Compensation with limits as required by the State of California and Employer’s Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any

program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:	CONSULTANT'S NAME AND ADDRESS
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Fax: INSERT FAX NUMBER

CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
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B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will

be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by

either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONSULTANT'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

CITY OF TORRANCE,  
a municipal corporation

Firm Name  
Type of Entity

\_\_\_\_\_  
Patrick J. Furey, Mayor

By: \_\_\_\_\_  
Signer  
Title

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A      Request for Proposals  
                         Exhibit B      Proposal

Revised: 7/1/2014

[Revised Consulting Services Agreement (RFP) \$40000 7\_1\_14 17 (2)]



**EXHIBIT A**  
**REQUEST FOR PROPOSALS**  
**[To be attached]**

**EXHIBIT B**  
**PROPOSAL**  
**[To be attached]**